CITY OF ST. LOUIS, MISSOURI



REQUEST FOR PROPOSALS

CITY/AIRPORT ADVISORY SERVICES

RELATED TO A REQUEST FOR

QUALIFICATIONS/PROPOSALS

FOR A LEASE OF

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT IN ACCORDANCE WITH THE FAA AIRPORT PRIVATIZATION PILOT PROGRAM (49 U.S.C. § 47134)

PROPOSALS DUE 5:00 P.M. CDT, OCTOBER 20, 2017

INVITATION TO SUBMIT PROPOSALS FOR THE PROVISION OF CITY/AIRPORT ADVISORY SERVICES

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RELATED TO A REQUEST FOR PROPOSALS FOR A LEASE OF THE ST. LOUIS LAMBERT INTERNATIONAL AIRPORT IN ACCORDANCE WITH THE FAA AIRPORT PRIVATIZATION PILOT PROGRAM (49 U.S.C. § 47134) FOR THE CITY OF ST. LOUIS, MISSOURI

CITY COUNSELOR'S OFFICE 1200 MARKET STREET, ROOM 314 ST. LOUIS, MISSOURI 63103

PROPOSAL DUE DATE: October 20, 2017 @ 5:00 P.M. CDT

City Counselor's Office Department Selection Committee Contact:

Name: Michael Garvin

Address: 1200 Market Street

Room 314

St. Louis, MO 63103

Email: garvinm@stlouis-mo.gov

Please be advised that all matters concerning this RFP, from the date of issuance until the contract award is made, are to be directed in writing to the above named contact person, and no contact with any other member of the Selection Committee (as hereinafter described) is permitted.

All contacts, questions, and requests for clarification of this RFP shall be submitted in writing by email by no later than October 13, 2017, which is no earlier than seven (7) days prior to the deadline for submission of responses. Responses to requests for clarification will be posted on the City's website https://www.stlouis-mo.gov/government/procurement.cfm by October 17, 2017, which is three (3) days prior to the deadline for submission of responses, so that all proposers can read them. In addition, the City Counselor's Office shall maintain a list of all entities requesting a copy of this RFP and shall ensure that copies of all questions and responses thereto shall be made available to each entity on such list.

An Electronic PDF copy of the proposal must be sent no later than the above proposal due date at 5:00 P.M. CDT to the Department Contact above at the Department Contact email address listed above with an email copy to: garvinm@stlouis-mo.gov.

Note: The City's email time stamp will be the controlling document for determining timely receipt.

An original and five (5) completed hard copies of the proposal must be sent for receipt no later than the first business day following the deadline for electronic PDF proposal submission to the attention of the Department Contact at the above address.

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REQUEST FOR PROPOSALS (RFP)

Background:

The City is a municipal corporation of the State of Missouri with a charter form of government and is the owner and sponsor of St. Louis Lambert International Airport (STL), which is located in St. Louis, Missouri. The Airport is comprised of 2,800 acres and served 13.9 million passengers in 2016. The Airport is further described on the City's website at https://www.flystl.com/ and at

https://www.stlouis-mo.gov/government/departments/airport/index.cfm .

On March 17, 2017, the City submitted a preliminary application under the APPP Program to the FAA, and the FAA accepted the application for review by a letter dated on April 21, 2017 which was posted by the FAA on April 24, 2017 at https://www.regulations.gov/docket?D=FAA-2017-0325. The City intends to conduct a competitive solicitation and procurement for the creation of a public-private partnership for the lease of the Airport through the APPP Program, and, if the bids received are acceptable, submit the necessary documents to the Board of Aldermen and the Board of Estimate and Apportionment for their review and approval.

The City Counselor's Office formed a professional services selection committee ("Selection Committee") to review and approve:

- The form of this RFP;
- The proposal solicitation method; and
- The ultimate evaluation of all proposals and the selection of a financial, advisory and consulting team and the terms of the contract.

The Selection Committee is comprised of two members appointed by the City Counselor's Office and one member appointed by each of the Mayor's Office, the Comptroller's Office, and the Office of the President of the Board of Aldermen.

The objective of the competitive solicitation (Airport Lease RFP) will be for City to receive bona fide proposals from firms, partnerships, consortiums, etc., with the technical expertise and financial resources to enter into a public-private partnership for the long-term lease, management, operation, and development of the Airport. The Airport Lease RFP shall be in a format acceptable to the FAA and shall be appropriate for submission as part of the City's final application document.

The City would like to retain a qualified and experienced advisory team to assist the City

in developing the Airport Lease RFP, evaluating responses, negotiating favorable terms for the City, obtaining FAA approval, providing other services as described herein and in the contract, and closing the transaction. It is the intent of the City to complete all of these actions within an updated schedule to be developed and presented to the FAA within 30 days after the selection of the advisory team.

The City is committed to pursuing the Airport Lease RFP process; the City is looking for opportunities to improve and expand airport services for its business and recreational travelers as well as businesses that utilize airport facilities. The City's ultimate decision will be a function of the terms of the proposals received during the Airport Lease RFP process, the Airline User Agreements, the actual Lease, the results and analysis of the due diligence on the Airport, and a host of other documents and issues, including securing approval by the City's required governing bodies. The proposed application of the net proceeds from any lease of the airport will also have an impact on the decision to move forward.

Scope of Services:

The City of St. Louis, Missouri ("City") desires to analyze and explore the opportunity to lease the St. Louis Lambert International Airport ("Airport") in accordance with the Federal Aviation Administration's ("FAA") Airport Privatization Pilot Program ("APPP Program") pursuant to 49 U.S.C. § 47134.

The City seeks expert privatization, financial, advisory and consulting services from a defined and coordinated team of firms with the expertise to provide the services listed below with regard to preparing a Request for Qualifications ("RFQ") and a Request for Proposals ("RFP", and collectively with RFQ, the "Airport Lease RFP"), evaluating proposals received, providing legal counsel in submitting application materials to the FAA, and providing legal counsel in negotiating a lease with the successful proposer as more particularly set forth below.

Each proposer should give a proposal for the services, including advising, assisting and working with subcontractors and other advisors, including other City advisors, listed below, to be conducted by the proposer:

- Draft and evaluate the RFQ and RFP;
- Participate in RFQ meetings;
- Recommend short-listed bidders to move on to RFP stage, with supporting analysis/report(s);
- Lead the procurement process e.g., bid conferences, bidder meetings, site visits, bidder Q&A, requests for clarification, collaborative dialogue meetings or the like;

- Recommend bid security arrangements (e.g., whether to require a bid bond and the amount of any such bond);
- Develop the RFP response evaluation criteria;
- Lead on all aspects of the preparation and population of the online data room (including secure hosting by FA or subcontractor) and gathering and disclosing related due diligence, including any necessary environmental due diligence;
- Review, revise, and assist on a financial model for evaluating financial proposals and establishing baseline financial expectations for the City compared to similar transactions (the model should include all revenues and expenses with projections that can demonstrate the overall/detailed finances of the airport preand post-lease);
- Develop the transaction documents, to include the Lease Agreement for the Airport, Airline Use Agreement(s) with the airlines operating at the Airport, and Airport Operating Standards;
- Negotiate transaction documents with selected bidder or bidders (note here it could be multiple negotiations, either parallel or serial);
- Airline briefings as periodically required;
- Provide/support stakeholder briefings as periodically directed by City;
- Provide/support Board of Aldermen, Board of Estimate and Apportionment and other briefings as periodically required and response to questions/clarifications;
- Support/arrange and participate in community outreach as periodically required by or on behalf of the City;
- Analyze existing debt structure and advise on defeasing of bonds and all financial implications to the Airport and City (bond counsel work);
- Technical review of Operating Standards (via subcontracted airport A&E / planning firm);
- Technical review of bidders' proposed plan for developing the airport and for their proposed Capital Improvement Programs (via subcontracted airport A&E / planning firm);
- Analyze and score proposals;
- Thorough financial analysis of all proposals that allows comparison across proposals received;
- Make a recommendation on the top and second bidder to the City and its
 advisors, and provide an accompanying presentation and do so without any
 reservation or conflict in providing secondary services—specifically no firm which
 seeks to engage shall conduct research, sales and trading, or be a fiduciary for
 outside capital or what is known as affiliated funds that would consider
 participating in a public-private partnership; the City is specifically seeking advice

- free and clear from conflict and as such the selected firm will provide advice and provide no other functions;
- Proposers shall have a global footprint as a firm and have offices within the continental United States along with the ability to demonstrate through prior work the firm's ability to attract qualified bidders on a global basis;
- Submit the Final Application to the FAA, in concert with the lessee selected via the procurement process;
- Support response to any relevant FAA comments/questions;
- Evaluate the valuation of the Airport received;
- Assist the City in developing and implementing a transaction process to deliver the best outcome for the City;
- Assist the City in independently evaluating key elements of a potential lease of the airport;
- Assist the City in evaluating options for application of any net proceeds of the proposed lease transaction; and
- Support the City in protecting its interests while delivering a transaction that meets agreed upon criteria.

Each proposing team must include experienced and competent entities and individuals to provide all such services to the City in a coordinated fashion. The proposer shall identify each said team participant and the individuals working for such team member and their background information. At a minimum, the proposer shall identify the following team composition and competency:

- A management entity for the transaction which will assemble and lead the financial analysis and advisory team and all other retained subcontractors, provide and retain expert counsel, and provide public affairs and public relations support for the City;
- An advisor that specializes in the management of complex regulatory transactions, with a history of work on similar privatization efforts and experience managing bankers, lawyers, and advisors while orchestrating competitive bidding auctions;
- Legal Counsel to draft and negotiate the Lease Agreement;
- Legal Counsel to draft and negotiate the Airline Use Agreement and Airport Operating Standards;
- Legal Counsel to prepare and submit the Final Application to the FAA and other necessary documents related to the transaction; and
- A government finance firm, preferably with demonstrated past history with the City in governmental finance and bond transactions; and
- Government finance with, preferably with demonstrated past history with the

City to assist the City in evaluating options for application of any net proceeds of the proposed lease transaction.

The proposer shall provide access to all members of the team at no cost to the City other than as set forth in the "Compensation" section below. In addition to the team participants identified above, the proposer shall retain any and all other necessary subcontractors to provide services to the City. The proposer shall identify each said subcontractor to the City and receive the approval of the City's Selection Committee prior to retaining said subcontractors. Such subcontractors may include, as necessary, architects, engineers, attorneys, financial advisors, and other airport-related advisors.

Recently the Airport undertook a bond financing and utilized a team of two financial advisory firms with a positive result for the Airport and the City; Public Financial Management and Siebert, Cisneros Shank & Co. served as the financial advisors. These firms have been vetted and selected by the City through its selection process to provide financial advisory services to the City from time-to-time as required. It is the City's preference that these financial advisory firms who have been previously selected through the City's selection process, and who have significant knowledge of the City's and Airport's finances, be part of each proposer's team.

Duty to provide Scope of Services Solely to City:

The proposer and all subcontractors shall not represent any other party in connection with the Airport Lease RFP, except the City, with respect to any aspect of such transaction. Any such conflict which occurs shall immediately result in the termination of the proposer or subcontractor relationship with the City and the forfeiture of any compensation for any work undertaken by the proposer or subcontractor which has the conflict.

Ownership of Information:

All information and materials developed during the advisory and solicitation process shall be owned solely by the City of St. Louis and the proposer and all of its subcontractors in connection with the execution of the contract pursuant to the RRP process, shall be required to waive any claim to such information and materials.

PROPOSAL EVALUATION

The City shall apply the following selection criteria in evaluating proposals for the above Scope of Services. Such criteria are not necessarily listed in order of importance. The City reserves the right to weigh its selection criteria in any manner it deems appropriate.

- Specialized experience, qualification, and technical competence of the firm, its principals, project manager, and key staff and subcontractors;
- Experience providing the services requested by this RFP or services reasonably similar thereto;
- Expertise in airport finance, operations, privatization and infrastructure and in representing airport sponsors;
- Ability of the firm to provide innovative solutions;
- Description of understanding of project by the firm and its approach to the project and any unusual problems anticipated;
- The capacity and capability of the firm and its subcontractors to perform the work within the time limitations;
- Past record and performance of the firm and its subcontractors with respect to schedule compliance, cost control, and quality of work;
- Proximity of the firm to the City;
- Fees or fee structure as may be appropriate for the designated service;
- Capability to provide services on an expedited timeline;
- Availability of financial and operating resources as required to complete the work;
- M/WBE and/or DBE participation and commitment to non-discrimination standards and requirements all as required by the Mayor's Executive Orders, City Ordinances and the City Code;
- Ability of the firm and its subcontractors to meet statutory or ordinance requirements; and

• Other items that arise as the result of the proposal or any interview.

In addition to the Selection Criteria, the proposer will not be selected if it is conflicted by offering services that are contrary or competitive to the prospective bidders under the Airport Lease RFP; no proposing firm or its subcontractors shall offer other related services, including but not limited to, (a) sales trading; (b) control of affiliated funds; or (c) direct involvement in the capital markets. Qualified proposers shall be in the "advice business" offering unconflicted and unfettered advice on a global basis with offices in the continental United States.

METHOD OF COMPENSATION

The proposer and all subcontractors shall not receive any compensation from the City unless and until the Airport lease transaction is closed, following the approval of the Final Application by the FAA, the receipt of all requisite local approvals and the payment of all consideration. The proposer shall specify its fee for its services and also an estimate of the costs and expenses beyond such fee, to include all services of all team members and any and all necessary subcontractors. These costs and expenses will be paid by the City from the proceeds of the lease.

TERM

The term of any ensuing contract will commence upon execution of the contract for services by the City and the Advisor (and its team) and will continue until:

- (1) the City signs a Lease which is approved by the FAA for the Airport Privatization Pilot Program; or
- (2) the City decides to terminate the Airport Lease RFP process; or
- (3) the City decides to terminate the services of the Advisor or any specific subcontractor for the City's convenience or best interests.

LEGAL UNDERSTANDINGS

<u>Please take notice</u>, by submission of a proposal in response to this RFP, the proposing entity agrees to and understands:

- That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the City and is not a bid under applicable state or local laws;
- Submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service contract agreement with the City for any services;
- By submitting a proposal, the proposing entity agrees and understands that the City is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- That any and all counter-proposals, negotiations, or any communications received by a proposing entity, its officers, employees, or agents from the City, its elected officials, officers, employees, or agents, shall not be binding against the City, its elected officials, officers, employees, or agents unless and until a formal written contract for the services sought by this RFP is duly executed by both parties and approved by the City Department;
- That the City will not vary from the Method of Compensation provided above; and
- That the City will not vary from the requirements to provide Scope of Services Solely to City provided above.

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the City reserves the right, at its sole discretion, to exercise the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the City Procurement Policy, as amended:

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;

- To waive any irregularities in proposals received after notification to all proposers;
- To negotiate for amendments or other modifications to proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into a contract for only portions (or not to enter into a contract for any) of the services contemplated by the proposals with one or more of the proposers and/or to accept or reject proposed team members and to make recommendations for the addition of additional team members;
- To select the proposal that best satisfies the interests of the City and not necessarily on the basis of price or any other single factor in the evaluation criteria;
- The City assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The City is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline.

PROPOSAL REQUIREMENTS

EMAIL TRANSMITTING THE PROPOSAL SHALL BE TITLED AND HARD COPY FOLLOW-UP PACKAGES MUST BE MARKED:

"REQUEST FOR PROPOSALS FOR THE PROVISION OF CITY/AIRPORT ADVISORY SERVICES RELATED TO A LEASE OF THE AIRPORT IN ACCORDANCE WITH THE FAA AIRPORT PRIVATIZATION PILOT PROGRAM (49 U.S.C. § 47134)"

The proposal must include the following information:

- 1. Scope of services to be performed. Provide a detailed narrative of how the City's scope would be performed.
- 2. <u>Identification of Key Personnel/Subcontractors</u>. Identify and provide background information on the key personnel for the proposing firm and its subcontractors who would provide services to the City. The proposal must include the professional qualifications and experience of these individuals.
- 3. <u>Description of Staff Coordination</u>. Identify all staff levels that will be involved and describe the anticipated management and coordination of key personnel and staff and subcontractors to deliver services.
- 4. Method of Compensation. The method of compensation proposed for these services shall be indicated as part of the proposal. Failure to include the fee proposal amount with the proposal shall disqualify the proposal. If the fee is a not-to-exceed amount based on your estimate of hourly rates and costs necessary to complete the scope of work, you must provide a detailed budget outlining all such hourly rates and cost estimates. The proposer should submit a price proposal for the portions of services listed in the Scope of Services above consistent with the Method of Compensation above.
- <u>5. Experience</u>: The Proposal should identify and describe the proposer's and its subcontractors' experience with providing the services requested by this RFP or similar services.
- 6. Qualifications: The Proposal should list the proposer's and subcontractors':
 - a. Qualifications, experience, and availability of proposed key personnel;
 - <u>b.</u> Expertise in airport finance, operations, privatization and infrastructure;

- c. Experience representing airport sponsors; and
- d. Capability to provide services on an expedited timeline.

Proposals must be submitted on the proposer's letterhead or standard proposal form and signed by an authorized representative of the proposer via e-mail. Telephone or facsimile proposals will not be accepted.

The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that that "this proposal constitutes a valid, binding, and continuing offer at the prices set forth in the proposal for a period of sixty (60) days from the deadline for acceptance of proposals as set forth herein."

Proposal must be typed and the hard copy version printed in black ink. No changes will be allowed by the proposer after proposals are opened, however, the City reserves the right to negotiate terms, including price, with any proposer.

To be considered, proposals MUST arrive at the place specified at the herein deadline.

Written requests for clarification of this RFP MUST be e-mailed to garvinm@stlouismo.gov no later than 5:00 P.M. CDT on October 20, 2017. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE CITY, EXCEPT FOR THE FORMAL REPLIES TO QUESTIONS AND REQUESTS FOR CLARIFICATION WHICH WILL BE PUBLISHED ON THE CITY'S WEBSITE AS DESCRIBED ABOVE.

Proposals MUST be signed. Unsigned proposals will be rejected.

Proposers may be required to give an oral presentation to the City Selection Committee to clarify or elaborate on the written proposal.

No proposal will be accepted from nor any contract awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the City. Additionally, no contract will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior contract with the City.

CONTRACT

After selection of the successful proposer, and following contract negotiations, a formal written contract will be prepared by the City and will not be binding until signed by both parties and approved by the Office of the City Counselor. Each proposer is asked to prepare a proposed form of a contract and submit that proposed form with its bid. Each such form of contract shall provide for disclosure on any conflicts of interest, a criminal background disclosure on the advisory firm and each proposed subcontractor, insurance coverage and other matters as are necessary to address the information in this RFP and the bid submitted.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured, or prepared, directly or indirectly, in a manner contrary to the laws of the State of Missouri and the City, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the contract by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any City employee, officer or official.

CONFLICT OF INTEREST

The award of a contract is subject to provisions of all Federal, State, and City laws. All proposers must disclose with their proposals the name of any officer, director, or agent who is also an employee of the City. Further, all proposers must disclose the name of any City officer, employee, or elected official who owns, directly or indirectly, an interest of one percent or more in the proposer or any of its subsidiaries or affiliates.

PROPOSALS SUBJECT TO SUNSHINE LAW

The Missouri Sunshine Law as set forth in Chapter 610, RSMo, as amended, mandates public access to certain government records. However, proposals submitted in response to this RFP may contain technical, financial background, or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the Missouri Sunshine Law shall:

(a) insert the following notice in the front of its proposal:

"NOTICE:

The data on pages_of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the City considers proper under the law. If the City enters into an agreement with this proposer, the City shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law."

and

(b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " * THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE SUNSHINE LAW."

The City assumes no liability for disclosure of information so identified, provided that the City has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the City, except portions "Protected from Disclosure", may become part of any contract resulting from this RFP.

REFERENCES:

The Proposer shall provide a profile which, at a minimum includes the following items:

- Proposer Name
- Address
- Year Proposer was founded
- Total Number of Employees of Proposer
- Current Client References: Indicate three (3) current client references for similar services, including
 - o Client Name
 - o Client Address
 - o Contact Name, Title, and Telephone Number
 - o Description of Services
- Past Client References: Indicate three (3) past client references for similar services, including
 - o Client Name
 - o Client Address
 - o Contact Name, Title and Telephone Number
 - o Description of Services

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the City and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service contract with the City for the required services. The undersigned agrees and understands that the City is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the City, its directors, officers, employees, or agents unless a contract is signed by a duly authorized officer of the City Counselor's Office.

It is understood and agreed that the City reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the City reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the City is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

[PROP	OSER	NAM	E]	
By:				
Name:				
Title:				

ACKNOWLEDGMENT

STATE OF)
STATE OF COUNTY OF) SS.:)
personally appeared	
ŕ	dged that he/she signed the within instrument or
behalf of said corporation.	
	Notary Public

SOLE CORPORATE OFFICER ACKNOWLEDGMENT

STATE OF	
COUNTY OF) ss.:)
personally appeared proved to me on the basis name(s) is (are) subscribed the/she executed the same is director of	f
instrument on behalf of said c	orporation.
	Notary Public

CERTIFICATE OF AUTHORITY (CORPORATION)

(Officer other than officer signing contract)	
certify that I am theof (Title)	
(Title)	
the(Name of Corporation)	
a corporation duly organized and in good standing under the(Launder which organized, e.g., the [state] Business Corporation Law) named in a foregoing agreement; that	aw the
(Person executing agreement)	
who signed said agreement on behalf of the(Name of Corporation)	
was, at the time of execution(Title of such person)	
of the Corporation and that said agreement was duly signed for and on behalf of s Corporation by authority of its Board of Directors, thereunto duly authorized and such authority is in full force and effect at the date hereof.	aid that
(Signature)	
STATE OF)	
STATE OF	
On theday ofin the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at, and he/she is an officer of said corporation; that he/she duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.	
Notary Public	

CERTIFICATE OF AUTHORITY-LIMITED LIABILITY COMPANY

I,	, ,	other than person executing		
	(member or manager	other than person executin	g the agreement)	
certify that I am a_		of(Name of Limite		
·	(member/manager)	(Name of Limite	ed Liability Company	7)
(the "LLC") duly o	rganized under the Laws	s of the State of		_; that
(Person I	Executing Agreement)	who signed said Agreeme	ent on behalf of the l	LLC
		the LLC; that said Agreeme		
behalf of said LLC	and as the act of said LI	CC for the purposes therein	mentioned.	
STATE OF COUNTY OF) ss.:)	(Signature	2)	_
Notary Public in an appeared, personal member/manager depose and say that he/she is a membexecute said certification.	nd for said State,	, in the year 20 oved to me on the basis of ecuted the above certificate mited Liability Company; the mited Liability Company, and	f satisfactory eviden, who being by me do	personate to be uly sworn, 22 authorized
		Notary Public		

CERTIFICATE OF AUTHORITY (PARTNERSHIP)

<u>I,</u>	
(Partner other than Partner sign	
certify that I am a General Partner of(Name	,
(Name	of Partnership
a partnership duly organized under(Law under which	,
(Law under which	n partnership is organized)
and named in the foregoing Agreement; that (Pa	
(Pa	rtner Executing Agreement)
who signed said Agreement on behalf of the Partnership v	was, at the time of execution, a General
Partner of said Partnership; that said Agreement was duly	signed for and in behalf of said
Partnership and as the act and deed of said proposer for the	he purposes therein mentioned.
	(Signature)
	(-8)
STATE OF)	
STATE OF) ss.: COUNTY OF)	
On this day of, undersigned, a Notary Public in and for said State, appeared, personally known to me or proved to me on the contract of the	in the year 2017, before me, the
appeared, personally known to me or proved to me on	the basis of satisfactory evidence to be the
General Partner described in and who executed the above depose and say that he/she resides at	
depose and say that he/she resides at and he/she is a general partner of said Partnership; that	the/she is duly authorized to execute said
certificate on behalf of said Partnership, and that he/she si authority.	gned his/her hame thereto pursuant to such
•	
No	otary Public

FORM OF NOTICE FOR PUBLICATIONS:

RFP for City/Airport Advisory Services Related to an RFQ/RFP for a Lease of St. Louis Lambert International Airport in accordance with the FAA Airport Privatization Pilot Program (49 U.S.C. § 47134) for the City of St. Louis, Missouri, City Counselor's Office. Proposals due by 5:00 P.M., CT, October 20, 2017 at City Counselor's Office, 1200 Market, Room 314 City Hall, St. Louis, MO 63103. Form of RFQ may be obtained from website https://www.stlouis-mo.gov/government/procurement.cfm, or call City Counselor's Office at 314-622-3361.